

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION**

<b>AIMEE SMITH,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>vs.</b>	)	<b>CV-2:06-CV-00027-CSC</b>
	)	
<b>KENTUCKY FRIED CHICKEN,</b>	)	
	)	
<b>Defendant.</b>	)	

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**AFFIDAVIT OF MALVONNIA KNIGHT**

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STATE OF ALABAMA                     )  
  )  
COUNTY OF MONTGOMERY            )

Before me, the undersigned authority, personally appeared Malvonnia Knight, who, being by me duly sworn, deposes and says as follows:

1. This affidavit is given on the basis of the affiant having knowledge pertaining to the operations of the KFC restaurant, 1965 Coliseum Blvd. in Montgomery Alabama, during the time Aimee Smith was employed there.
2. I was a shift manager for KFC restaurant at the above-named store and address from 2001-2004. I have reviewed Exhibit 1 attached to my affidavit.
3. I have never seen this document and know that no employee was ever asked to sign such a document.



4. To my knowledge, as a manager, no employee was ever asked to sign an agreement for arbitration, discrimination, cash and security, confidential information nor did the store receive employee handbooks.

5. When Aimee Smith reported that she had been sexual harassed, I reported the harassment to Linda Stevenson, my supervisor. Ms. Stevenson and I then reported the harassment to Glenda Johnson. Ms. Johnson cut back my days and hours from 40 hours a week to 12 after I reported the acts of sexual harassment. I was given no reason for the reduction of hours and days.

6. Our store never received employee handbooks, and I had never seen a handbook by KFC until I asked for a handbook to learn.

7. I had to ask Linda Stevenson, who was about to be promoted to assistant manager, to find an employee handbook, because we did not know how to handle a complaint of sexual harassment. Ms. Stevenson got the employee handbook, I believe from another store. This was the first time I had ever seen or read a KFC handbook.

8. I subsequently warned Aimee Smith that KFC was going to try to fire her or discipline her for reporting sexual harassment.

9. Jimmy (last name unknown), the male employee who sexually harassed Ms. Smith, often came to work drunk. Aimee Smith had complained

about Jimmy to Patricia Hicks, the shift manager on duty, but Ms. Hicks never took any action.

10. Linda Stevenson and I called the main office and Human Resources office of corporate KFC. I followed up the conversation with a letter and Lyndon Baker, the district manager, told me he was going to investigate the sexual harassment of Aimee Smith. I never heard anything further about an investigation and was never asked any further questions. No one from KFC would talk to me about it.

11. I saw the police arrest Jimmy Snell. They arrested him at the KFC restaurant.

12. On November 26, 2003, I was fired. Linda Stevenson was also fired. I have read the above and it is true and correct to the best of my knowledge.

Malvonnia Knight  
Malvonnia Knight

SWORN TO AND SUBSCRIBED before me on this the 19<sup>th</sup> day of March, 2006.

Riscelle B. Dineen  
Notary  
My Commission expires: 9-16-07

# **EXHIBIT 1**

EXHIBIT

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As an employee of KFC, you have to read the information on this page and sign your name.

**Agreement to Arbitrate**

Because of, among other things, the delay and expense which result from the use of court systems, KFC and I agree to use confidential binding arbitration for any claim that arises between me and KFC, its parent and affiliated corporations, and/or any of their current or former officers, directors, agents, and employees. Such claims would include any claims concerning compensation, employment (including, but not limited to, any claims concerning sexual harassment), or termination of employment. I also agree, before using this arbitration process (i) first, to present any such claims in full written detail to the KFC Human Resources Department; (ii) next, to pursue to completion any KFC internal review process; and (iii) finally, to pursue to completion any external administrative remedy (such as with the Equal Opportunity Commission). In any arbitration, the then prevailing rules of the American Arbitration Association (and, to the extent not inconsistent, the then prevailing rules of the Federal Arbitration Act) shall apply.

(Sign your name here)

**Receipt of Employee Handbook**

This is to acknowledge that I have received a copy of the Employee Handbook. If I have any questions about the information, or guidelines contained in this handbook, I will call Human Resources at the phone number on the inside cover of my Employee Handbook.

(Sign your name here)

**Employee's Agreement Concerning Confidential Information**

As a condition of employment by KFC USA, Inc., or its commonly owned affiliates ("KFC"), I agree as follows:

1. I will not disclose to anyone, other than officers or employees of KFC, either during or subsequent to my employment with KFC any confidential information or materials relating to the business of KFC. For this purpose, confidential information or materials includes any information or materials not generally known or available to the public, and includes, without limitation, formulas, recipes, ingredients, preparation and cooking procedures, advertising/marketing plans, staffing plans and processes, planning and financial information, strategic plans, operating plans, suppliers, and equipment information. Upon the termination of my employment with KFC, I will immediately deliver to KFC all confidential information and materials I have relating to the business of KFC.

2. I hereby assign to KFC, without any additional compensation to me, exclusive ownership of all ideas I conceive during the period of my employment which relate in any way to the then existing or future business of KFC, together with all resulting tangible or intangible property and property rights, including, without limitation, all copyright, trademark, and patent rights. I agree to execute such documents as may be requested by KFC to further evidence this assignment.

(Sign your name here)

**Sexual Harassment and Discrimination Policy**

I understand that KFC will not tolerate sexual harassment or discrimination. I agree not to sexually harass or discriminate against anyone.

If I am a victim of sexual harassment or discrimination, I understand that I am to call Human Resources immediately at the phone number listed on the inside cover of my Employee Handbook.

(Sign your name here)

**KFC Restaurant Cash and Security Guidelines for Management Trainees, Shift Supervisors, Assistant Unit Managers, and Restaurant General Managers**

(Print your name here)

I have read and I understand the KFC Restaurant Cash and Security Guidelines, which will be discussed in my management training class. I also understand that I will be subject to these guidelines in cases of cash losses or violations of guidelines as specified in the Security sections of Volume 3 of the Standards Library, and that a breach of the KFC Restaurant Cash and Security Guidelines may result in corrective action up to and including termination of employment.

(Sign your name here)



EXHIBIT

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IMPORTANT: Answer All Questions and Print Responses Clearly Using a Black or Blue Pen.  
Hiring Manager Tear Along Perforation.

\$5.85

**PLEASE TELL US ABOUT YOURSELF**

Last Name: Smith, First Name: Aimee, Preferred Name: Aimee C.

Current Address: 102 Stuart St., City: Montgomery, State: AL, Zip: 36105, County: Montgomery, Years There: [blank]

Most Recent Previous Address: [blank], City: [blank], State: [blank], Zip: [blank], County: [blank], Years There: [blank]

Social Security Number: 417-13-2681, Telephone (Home): (334) 352-7452, Is This Your First Job? ☐ Yes ☒ No, Are You 18 Or Older? ☒ Yes ☐ No

Fill in Circles Matching Your Social Security Number:

0	0	0	-	0	0	-	0	0	0	0
1	1	1	-	1	1	-	1	1	1	1
2	2	2	-	2	2	-	2	2	2	2
3	3	3	-	3	3	-	3	3	3	3
4	4	4	-	4	4	-	4	4	4	4
5	5	5	-	5	5	-	5	5	5	5
6	6	6	-	6	6	-	6	6	6	6
7	7	7	-	7	7	-	7	7	7	7
8	8	8	-	8	8	-	8	8	8	8
9	9	9	-	9	9	-	9	9	9	9

Telephone (cell, digital): [blank], eMail Address: [blank]

Do you have a Driver's License? ☐ Yes ☒ No, Driver's License #: [blank], State: [blank], Expiration Date: [blank]

How Did You Find Out About KFC?

☐ Referred by Friend, ☒ Walked In, ☐ Radio Ad

☐ Referred by KFC Employee, ☐ Television Ad, ☐ Newspaper Ad

☐ Banner / Sign, ☐ Job Fair, ☐ Internet

☐ Other: [blank]

**WHAT WOULD YOU LIKE TO DO AT KFC?**

Examples: Customer Service, Food Preparation, Delivery, Management, Office, Other: Customer Service

☐ Full Time, ☐ Part Time, Starting Wage Desired: \$ [blank], ☐ Hourly, ☐ Annually

Write in Hours Available Each Day	Mon	Tues	Wed	Thur	Fri	Sat	Sun
From	open	in	upch	in	open	open	after
To	open	school	open	school	open	open	2 pm

**WHAT SCHOOLS HAVE YOU ATTENDED?**

	Name, City, State	Dates		Diploma Or Degree Received
		From	To	
High School	Candler Senior High School, 2001 W Fairview, Mont, AL	Ohio & NY Applicants	07 Do Not Complete	Advanced
College	ASU 915 S Jackson Mnt, AL	00	02	
Other	Aura Taylor Rd. MONT, AL	02 Fall	current	

**TWO MOST RECENT JOBS**

Name Of Company And Address (including city and state) (If current employer, may we contact?): ☐ Yes ☐ No, Telephone: [blank], Supervisor Name: [blank]

5005 Coliseum Blvd, Montgomery, AL 36109, (334) 271-6450, Supervisor Name: [blank]

Dates Worked: From 02/01/05, What Did You Do? Cooker, Last Salary/Wage: \$ 0.00, ☐ Hourly, ☐ Annually

Why Did You Leave? Leave of Absence, Verification Signature & Date: [blank]

Name Of Company And Address (including city and state) (If current employer, may we contact?): ☐ Yes ☐ No, Telephone: [blank], Supervisor Name: [blank]

T.G. T. Fridays 3701 E. Blvd, Mont, AL 36107, (334) 215-1855, Supervisor Name: [blank]

Dates Worked: From 01/02/05, What Did You Do? waitress, run food, fix drinks set up for lunch, Last Salary/Wage: \$ 3.13, ☐ Hourly, ☐ Annually

Why Did You Leave? another job, Verification Signature & Date: [blank]

**MISCELLANEOUS INFORMATION**

Emergency Contact Name: [blank], Relationship: mother, Telephone: (1) 352-7452, Address: 102 Stuart St.

Complete the following if you have worked for KFC before, or previously applied for work at KFC.

Hired? ☐ Yes ☐ No, If Hired, Dates Of Employment: From: [blank], To: [blank], Location (City, State): [blank]

KFC provides equal employment opportunities without regard to race, sex, age, national origin, citizenship, religion, disability, sexual orientation, or veteran status, and will make reasonable accommodations for disabled applicants and qualified new hires.

WHO ELSE CAN TELL US ABOUT YOU?			
Name	Relationship	City, State	Telephone
Dante Williams	friend	Murk, AL	Home: (854) 242-2452 Work: ( )
Thomas Farrell	friend	Murk, AL	Home: ( ) Work: (854) 244-3000
Edwin Brooks	friend	Tuskegee, AL	Home: (854) 244-2243 Work: ( )

**OTHER INFORMATION ABOUT YOURSELF**

1. ☐ Yes ☒ No Within the last 7 years, have you been convicted of, or released from jail or prison for, a crime involving violence, sex, minors, theft, property damage, or drugs? \*

\*Crimes include felonies, misdemeanors, and other violations of the law. Massachusetts residents, do not respond "yes" for misdemeanor convictions more than 5 years old, or first misdemeanor convictions for simple assault or disturbance of the peace; Nevada residents, do not respond "yes" for misdemeanor convictions which did not result in imprisonment.

2. ☐ Yes ☒ No Are you currently charged with a crime involving violence, sex, minors, theft, property damage, or drugs? \*

3. ☐ Yes ☒ No If you are not applying for a Delivery Driver position answer No to this question. If you are applying for a Delivery Driver position, have you had more than one moving violation / ticket within the last 12 months, or been convicted of, or released from prison for, driving under the influence of drugs or alcohol within the last 7 years?

Conviction of a crime will not necessarily disqualify you from consideration for employment and will be considered only as it relates to the job in question.

**AGREEMENT**

**Nature of My Employment.** If I work for KFC, I agree that I will be an at will employee, which means that either I or KFC may end my employment at any time, with or without cause or notice. I agree that no written materials or verbal statements by KFC will constitute an express or implied contract of employment, and that this at will relationship could only be modified in writing identifying me by name and signed by the Chief Officer of KFC. I agree that I will treat confidentially all information I will learn in the course of my employment with KFC.

**My Participation in KFC's Drug Free Environment.** I am not a current user of illegal drugs, and I agree I will never work under the influence of drugs or alcohol. I agree to submit to any lawful test for illegal use of drugs, or working under the influence of alcohol. I agree that KFC may refuse to hire me, or may terminate my employment, if I fail, or refuse to submit to, such a test at any time.

**My Records and References.** There is nothing in my background that would cause a risk to KFC's customers, employees, or property. I have not committed an act of violence, harassment or discrimination within the last 7 years. I authorize KFC to conduct reference checks, criminal and driving records checks, and other consumer report investigations, including personal interviews and other information relating to my character, general reputation and credit, personal characteristics and mode of living. I agree to sign such authorizations and/or disclosures as KFC requests from time to time concerning such background checks and investigations, and that KFC may refuse to hire me, or may terminate my employment, if I refuse to immediately sign any such form upon request. I release all parties from any liability from providing such information to KFC. Upon written request, additional information about investigation(s) will be provided.

The information I have given on this application is true and complete. I agree to promptly notify KFC if I am later charged with or convicted of a crime or (if I am a delivery driver) a driving offense. I agree that any false information or omission allows KFC to refuse to hire me, or to terminate my employment. I agree that a photocopy or imaged copy of this signed agreement will be as valid and enforceable as the original.

**ARBITRATION OF EMPLOYEE RIGHTS**

Because of the delay and expense of the court systems, KFC and I agree to use confidential binding arbitration for any claims that arise between me and KFC, its related companies, and/or their current or former employees. Such claims would include any concerning compensation, employment (including, but not limited to any claims concerning sexual harassment), or termination of employment. Before arbitration, I agree: (i) first, to present any such claims in full written detail to KFC; (ii) next, to complete any KFC internal review process; and (iii) finally, to complete any external administrative remedy (such as with the Equal Employment Opportunity Commission). In any arbitration, the then prevailing rules of the American Arbitration Association (and, to the extent not inconsistent, the then prevailing rules of the Federal Arbitration Act) will apply.

Applicant's Signature Arnold Smith Date 3/5/03

**INFORMATION FOR MARYLAND RESIDENTS**

UNDER MARYLAND LAW, AN EMPLOYER MAY NOT REQUIRE OR DEMAND ANY APPLICANT FOR EMPLOYMENT OR PROSPECTIVE EMPLOYMENT OR ANY EMPLOYEE TO SUBMIT TO OR TAKE A POLYGRAPH, LIE DETECTOR, OR SIMILAR TEST OR EXAMINATION AS A CONDITION OF EMPLOYMENT OR CONTINUED EMPLOYMENT. ANY EMPLOYER WHO VIOLATES THIS PROVISION IS GUILTY OF A MISDEMEANOR AND SUBJECT TO A FINE NOT TO EXCEED \$100.

I have read and understand the foregoing notice concerning my rights under Maryland law with respect to polygraph tests.

Applicant's Signature: \_\_\_\_\_

KFC USE ONLY	Signature of Hiring Manager	Store ID #	Date	Initial after verifying docs proving age of person under 18	Mgr Initials
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